



CFN 2006R0452503
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RECORDED 04/27/2006 14:25:59
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Gary Sisler
2600 Douglas Rd, Suite 901
Coral Gables, FL 33134

Folio No. 30-2136-023-0020

(R/S)

DECLARATION OF RESTRICTIONS

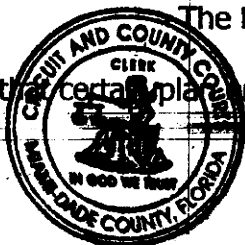
WHEREAS, the undersigned, Gary Sisler, Manager for both I-95 Frontage, LLC and Tanya Investments, LLC (collectively, the "Owner"), holds the fee simple title to the certain parcel of land located in unincorporated Miami-Dade County, Florida, which is described in Exhibit "A" to this Declaration (the "Property"), which statement as to title is supported by the attorney's opinion which is attached to this Declaration as Exhibit "B".

WHEREAS, the undersigned BKCLP, Ltd, (the "Lessee") has a 99 year leasehold interest in the Property and has sublet said leasehold interest for the balance of the leasehold interest term,

NOW, THEREFORE, IN ORDER TO ASSURE the County that the representations made by the Owner during consideration of Public Hearing Resolution No. CZAB8-18-03 (the "Application") will be abided by, the Owners freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. **Site Plan**

The Property shall be developed substantially in accordance with the certain plan entitled "Proposed Office Building for Van Wagner Company", as



(Signature)

prepared by Dalima Studio, Architecture, dated received July 29, 2003 and consisting of 4 sheets, except as may be modified by the Board during its consideration of the Application.

2. **Elimination of a Recorded Declaration of Restriction
And Modification of a Recorded Modification.**

- a) Elimination of a recorded Declaration of Restrictions
Recorded under Official Record Book 21389 Pages
4649 through 4963.
- b) Modification of Condition # 2 of Resolution CZAB8-19-00
As modified by Resolution CZAB8-14-01, passed and
Adopted by the Community Zoning Appeals Board # 8
Reading as follows:
 - (1) FROM: "2. That in the approval of the plan, the same
Be substantially in accordance with that
Submitted for the hearing entitled "Proposed
Office Building for Van Wagner Company,
As prepared by Halberstein, Hurtak, Linkewer
& Associates, Inc., dated received 2-7-01 and
consisting of 3 sheets."
 - (2) TO: "2. That in the approval of the plan, the same
substantially in accordance with that submitted
for the hearing entitled 'Proposed Office
Building for Van Wagner Company' as prepared
By Dalima Studio Architecture, dated 7-29-03,
And consisting of 4 sheets.

3. **Conditions for Approval:**

- a) That all conditions of Resolutions CZAB8-19-00 and
CZAB8-14-01 shall remain in full force and effect, except
As modified.
- b) That all agreements and conditions of the Declarations of
Restrictions recorded under Official Record Book 21389,
Pages 4949 through 4963 shall remain in full force and

Effect, except as herein modified.

- c) That all materials and products shall be stored within the Building or within an area completely enclosed with walls Having a life expectancy of twenty (20) years or more from The date of installation of said walls, and that the storage not exceed the height of the walls in accordance with Section 33-256.5 of the Code.
- d) That in the approval of the plan, the same be substantially In accordance with that submitted for the hearing entitled "Proposed Office Building for Van Wagner Company" as prepared by Dalima Studio, Architecture, dated 7-29-03, consisting of 4 sheets.

4. **Land Designated for Public Park**

Owner and Lessee agree that the portion of the Property labeled "Proposed Park Area" on the Plan is intended to be used as a park open to the public. Lessee further agrees to maintain said park area so that the public benefit will be at no cost to the County.

5. **Water Conservation**

Lessee further agrees to utilize water conservation measures with regard to the irrigation of said park as well as the green area so depicted in the Plan.

6. **County Inspection:**

As a further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its' agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein

agreed to are being complied with.

7. **Covenant Running with the Land:**

This Declaration on the part of the owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

8. **TERM:**

This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten years each, unless an Instrument signed by the then owner(s) of the property has been recorded agreeing to change the covenant in whole or in part, provided that the Declaration has been first modified or released by Miami-Dade County.

9. **Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners Zoning Appeals Board of Miami-Dade County, Florida, or other procedures permitted under the Miami-Dade County Code, whichever by law has jurisdiction over such matters, after public hearing.

10. **Enforcement:** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of this attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

10. Authorization for Miami-Dade County to Withhold Permits and Inspections:

In the event the terms of this Declaration are not complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

11. **Election of Remedies:** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

12. **Presumption of Compliance:** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this

Declaration.

13. **Severability:** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

14. **Recording:** This Declaration shall be filed or recorded in the Public Records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of Commissioners or Community Zoning Appeals Board of a resolution approving the application.

Exhibit A - I

Re: Folio # 30-2136-023-0020

Legal Description:

Lots 11 through 29, Block 2, SEVENTH AVENUE MANOR, less the east 3 feet Of said Lots 11 and Lot 29, and less the West 15 feet of Lots 15 through 25, Block 2, of SEVENTH AVENUE MANOR, according to the Plat thereof as recorded in Plat Book 19, Page 79, of the Public Records of Miami-Dade County, Florida

**ADKNOEEDGMENT
LIMITED LIABILITY COMPANY**

Signed, witnessed, executed and acknowledged on 23rd day
Of September, 2005.

WITNESSES:

Deborah H Matthews
Signature

Deborah H Matthews
Print Name

[Signature]
Signature

Andrew Dixon
Print Name

I-95 Frontage, LLC

Name of LLC

By:

Gary Sisler
Manager

Print Name: Gary Sisler

Address:

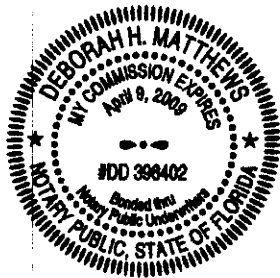
2600 Douglas Rd, Suite 901
Coral Gables, FI 33134

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Gary Sisler, Manager of Tanya Investments, LLC, to me personally known and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was Authorized under the authority of said LLC to execute said instrument on behalf of the beneficiaries of said LLC.

Witness my signature and official seal this 23rd day of Sept. 2005 in the County and State aforesaid.



Deborah H Matthews

Notary Public-State of Florida

Deborah H Matthews
Print Name

My commission expires: April 9, 2009

**ADKOWEDGMENT
LIMITED LIABILITY COMPANY**

Signed, witnessed, executed and acknowledged on 23rd day
Of September, 2005.

WITNESSES:

Deborah H Matthews
Signature

Deborah H Matthews
Print Name

[Signature]
Signature

Andee A Dixon
Print Name

Tanya Investments, LLC

Name of LLC

By: [Signature]

Manager

Print Name: Gary Sisler

Address:

2600 Douglas Rd, Suite 901
Coral Gables, FL 33134

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Gary Sisler, Manager of I-95 Frontage, LLC, to me personally Known and who acknowledged the foregoing instrument for the Purposes therein contained, and acknowledged that he was Authorized under the authority of said LLC to execute said Instrument on behalf of the beneficiaries of said LLC.

Witness my signature and official seal this 23rd day of Sept. 2005 in the County and State aforesaid.



Deborah H. Matthews

Notary Public-State of Florida

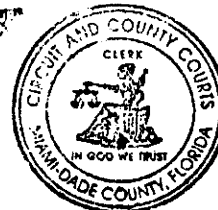
Deborah H. Matthews
Print Name

My commission expires: April 9, 2009

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that this is a true copy of the original filed in this office on April 27 day of April, A.D. 2006

WITNESS my hand and Official Seal.
HARVEY RUBIN, CLERK, of Circuit and County Courts
By [Signature] c.



OPINION OF TITLE

To: Miami-Dade County

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as an inducement for execution of an agreement covering the real property hereinafter described or for acceptance of a Warranty Deed, easement, covenant, or unity of title, as applicable, it is hereby certified that I have examined the complete Abstract of Title covering the period from the beginning to the 12th day of September, 2005, at 6:00 a.m., inclusive of the following described real property:

Lot 11 through 29, less the East 3 feet of said Lot 11 and Lot 29, and less the West 15 feet of Lots 15 through 25, Block 2, of SEVENTH AVENUE MANOR, according to the Plat thereof as recorded in Plat Book 19, Page 79, of the Public Records of Miami-Dade County, Florida

I am of the opinion that on the last mentioned date, the fee simple title to the above described real property was vested in: I-95 Frontage, LLC, a Florida limited liability company (½ interest), and Tanya Investments, LLC, a Florida limited liability company (½ interest).

Subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:**

None.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

None.

3. **GENERAL EXCEPTIONS:**

1. Taxes for the year 2005 and subsequent years which are not yet due.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
6. Any lien as provided for by Chapter 159, Florida Statutes, or by Metropolitan Dade County Ordinance No. 84-10, in favor of any city, town, village or port authority for unpaid service charges for services by any water, sewer or gas system serving or supplying the land described herein.
7. Conditions and limitations of Plat recorded in Plat Book 19 Page 79 of the office aforesaid.
8. Conditional building permit recorded in O.R. Book 14424, Page 610 of the office aforesaid.
9. Covenant recorded in O.R. Book 14434, Page 2549 of the office aforesaid.
10. Covenant recorded in O.R. Book 15108, Page 927 of the office aforesaid.
11. Declaration of Restrictions recorded in O.R. Book 19356, Page 2623 of the office aforesaid.

4. **SPECIAL EXCEPTIONS:**

1. 99 Year lease recorded in O.R. Book 3345, Page 462, as amended in O.R. Book 3345, Page 497; O.R. Book 3345, Page 503, O.R. Book 17737, Page 3558, and Amended and Restated in O.R. Book 17737, Page 3604, and as amended in O.R. Book 21045, Page 3373. (Lessor's rights of James J. Anderson were last assigned by assignment recorded March 28th, 2001 under O.R. Book 19570, Page 4529 to Sarah Patricia Anderson); Lessee's interest was assigned to BKCLP, LTD., a Florida limited partnership by mesne assignment recorded September 12th, 1997, under O.R. Book 17787, Page 1972, of the office aforesaid.
2. Fee title is held by I-95 Frontage, LLC, a Florida limited liability company (½ interest) and Tanya Investments, LLC, a Florida limited liability company (½ interest).
3. The terms and conditions of lease dated January 1st, 2003 between BKCLP, LTD., a Florida limited partnership, (sub-lessor) and Gary Sisler (sub-lessee), memorandum of which is recorded February 21st, 2003, under O.R.

Book 21045, Page 3379, which lease was assigned by Gary Sisler to I-95 Frontage, LLC on August 19th, 2003, and recorded in Official Records Book 21755 at Page 2970 of the public records of Miami-Dade County, Florida, on October 21st, 2003.

4. The terms and conditions of a sublease between I-95 Frontage, LLC, a Florida limited liability company, as sublessor, and I-95 Rooftop, LLC, a limited liability company, as sublessee, dated July 1st, 2003, for a portion of the subject real property. This sublease has not been recorded in the public records of Miami-Dade County, Florida.
5. Easement in favor of Miami-Dade County, Florida, running from I-95 Frontage, LLC dated March 31st, 2005, and recorded in Official Records Book 23224 at Page 4705 of the public records of Miami-Dade County, Florida.

None of the exceptions listed above will restrict the use of the property for the purposes set forth in the Water and Sewer Agreement, Assignment, Warranty Deed, easement, covenant, and unity of title, as applicable.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
I-95 Frontage, LLC	½ fee simple title	2
Tanya Investments, LLC	½ fee simple title	2

The following is a description of the owner's title insurance policy upon which this opinion is based:

Lawyers Title Insurance Corporation policy no. A81-0019387 issued by Barrister Title and Guarantee Company.

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable

agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and am a member in good standing of the Florida Bar.

Respectfully submitted this 1st day of October, 2005.



RICHARD A. CRISONINO, ESQ.
Florida Bar No. 146355
2534 S.W. 6th Street
Miami, FL 33135
(305) 541-4040

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 1st day of October, 2005, by RICHARD A. CRISONINO, who is personally known to me or has produced a Florida Driver's License as identification.



Notary Public, State of Florida

My commission expires:



Celia C Rubio
My Commission DD109064
Expires April 15, 2008

ACKNOWLEDGMENT
LIMITED PARTNERSHIP

Signed, witnessed, executed and acknowledged on
this 30 day of September 2005.

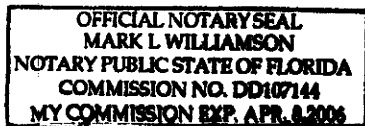
WITNESSES:

Gary Sidor
Signature

Gary Sidor
Print Name

Robert Hart
Signature

Robert Hart
Print Name



Mark L. Williamson

BKCLP, Ltd.
Name of Limited
Partnership

By: J
General Partner

Print Name: ELLEN W. SPITZER

Address:
PO Box 220650
Hollywood
FL 33022-0650